

1. Bid Delivery Instructions for State Procurement:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement
P O Box 94095
Baton Rouge, LA 70804-9095

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with L.A.C.34:I.535, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****ATTENTION****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following web site:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select.

2. Scope of Work

Scope of work includes labor, materials, and services required to produce a completed installation which is acceptable to the Agency.

3. Bidder Inquiries

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business ten calendar days prior to the original bid opening date. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement
Attention: Austin Bachman
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: Austin.Bachman@la.gov

Phone: (225)342-9200/ Fax: (225)342-9756

An addendum will be issued and posted at the Office of State PROCUREMENT LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Procurement's website [www.doa.louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

4. Terms and Conditions.

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

5. Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within seven (7) days.

6. Cancellation.

The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

7. * Contractor's License Required *****

Important: In accordance with La. R.S. 37:2163, a contractors' license number in the appropriate classification(s) such as building construction work, must appear on the bid opening envelope on all projects in the amount of \$50,000.00 or more (and \$1.00 or more if hazardous materials are involved). Issues with the above classification(s) must be brought to the attention of the Office of State Procurement prior to bid opening.

In accordance with La. R.S. 37:2163, anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the Office of State Procurement. The letter must be received no later than ten working days prior to the day on which bids are to be opened.

For any bid submitted in the amount of fifty-thousand dollars (\$50,000) or more, the contractor shall certify that he is licensed and show his license number on the bid envelope.

8. Bidder's Representation

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith; he has visited the site and has familiarized himself with the local conditions under which the work is to be performed; and his bid is based upon the specifications described in the bid documents without exception. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of any portion of the work.

9. Contract, Performance Bond, Labor and Materials Payment Bond

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted, in the standard contract form currently used by the Division of Administration within ten (10) days after notice from the Division of Administration.

The undersigned further agrees, if awarded the contract, to execute and deliver to the Division of Administration at the time the contract documents are executed, a Performance Bond with Power of Attorney in an amount equal to the contract sum (100% of the amount of the contract) and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

10. Recordation Certificate

Contractor upon receipt of executed contract, bond, purchase order and Notice to Proceed shall record contract and bond with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Division of Administration. The contracting agency will process no invoices until receipt of the Certificate of Recordation.

11. Affidavit

Successful Contractor shall be required to execute an affidavit attesting "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

12. Withdrawal of Bids

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the bid opening.

13. Progress Payments

The following payment schedule shall apply:

For contracts with a completion date of more than thirty (30) days:

On or about the first day of each month, ninety percent (90%) of the value based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the owner, less the aggregate of previous payments and upon substantial completion of the entire work, a sum sufficient to increase the total payment to ninety percent (90%) of the Contract Price.

For contracts with a completion date of thirty (30) days or less:

Upon satisfactory completion of the work, ninety percent (90%) of the Contract Price.

14. Acceptance

Upon written notice by the Owner to the Division of Administration, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

Any punch list generated during or after construction shall include the cost estimates for the particular items of work a design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. Owner shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) days lien period.

15. Liquidated Damages

Liquidated damages in the amount of \$100.00 per day will be assessed for each and every day the project remains incomplete beyond the established completion date.

In adjusting the contract time for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any other condition over which the Contractor has no control, and also any suspensions ordered by the engineer for causes not the fault of the Contractor, shall be excluded from the computation of the contract time for completion of the work. The Contractor must apply in writing for an extension of time within seven (7) days after delay occurs. No allowances will be made for delays or suspensions for the prosecution of the work due to the fault of the Contractor. Under presentation of evidence from the supplier that equipment specified cannot be delivered in time to complete the project within the time specified, then the Contractor can request an extension of time for the portion of the work.

16. Bids

Unless otherwise specified, a lump sum bid is requested for the work shown on plans and/or in specifications.

17. Permits, Licenses, Laws, and Taxes

The Contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana. The Contractor shall include in his bid all applicable state, federal, or other taxes required.

18. Guarantee

If, within one year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

19. Delays and Extension of Time

The Contractor shall perform fully, entirely, and in satisfactory manner the work contracted, within the number of calendar days stipulated in the proposal and the contract. Time will be assessed against the Contractor beginning the date of the notice to proceed which is the purchase order attached to the contract.

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20. * Mandatory Jobsite Visit *****

Mandatory jobsite visit required prior to bid opening. To schedule a date and time for a jobsite visit contact:

MSG Joseph Cole at 318-641-5431 or 318-542-9869 or email joseph.g.cole4.mil@mail.mil

Valid ID is required to enter Camp Cook.

Vendor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If Vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, same shall be brought to the attention of the Office of State Procurement personnel prior to bid opening.

Bidder's Printed or Typed Name: _____

State Job Completion Time: _____ (# of days)

Agency Signature as Verification of Jobsite Visit

Date

Printed Name of Agency's Signature Above

Jobsite Address:
Building #4708
Camp Cook
Ball, LA 71360

21. Insurance – Builder's Risk Coverage

- A. Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.
- B. Flood coverage shall be provided by the Contractor on the first floor and below for projects along and north of the Interstate Corridor beginning at the Texas-Louisiana border at Interstate 10, east to the Baton Rouge junction of Interstate 12, east to Slidell junction with Interstate 10 to the Louisiana-Mississippi border. If flood is included in the builder's risk insurance policy, then the sub-limit shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall not require flood coverage.
- C. On projects south of this corridor, flood coverage shall be provided by the State of Louisiana as the owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment of the project in the event of a flood loss.

- D. A Specialty Contractor may provide an installation floater in lieu of a Builders Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.
- E. The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

22. Insurance Requirements for Contractors

The contractor shall purchase and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers compensation insurance shall be in compliance with the workers compensation law of the state of the contractor's headquarters. Employer's liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employer's liability limit increased to a minimum of \$1,000,000. A.M. Best's Insurance Company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) commercial general liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile liability insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a) The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.
- b) The contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the contractor's insurance.
- c) Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d) The contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the agency, its officers, agents, employees and volunteers for losses arising from work performed by the contractor for the agency.

3. All Coverages

- a) Coverage shall not be canceled, suspended, or voided by either party (the contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.
- b) Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- c) The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d) Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

E. Verification of Coverage

Contractor shall furnish the Agency with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

F. Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's certificates at any time.

G. Workers Compensation Indemnity

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its Departments, Agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its Departments, Agencies, agents and employees shall in

no circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents and employees. The parties further agree that contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its Departments, Agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

I. No Third Party Beneficiaries

Both bidder/contractor and the State understand and agree that the terms and conditions of this contract are not intended to nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

23. Electronic Payment:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three options. You may indicate your acceptance below.

The **LaCarte** procurement card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts: Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT payments are sent from the state's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20EFT%20Vendor%20Enrollment%20Instructions%20.pdf> or <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for Payment Type Chosen

Date

Email address and phone number of authorized individual